

"There are, *it is true*, several circumstances that impart to the claim [of consistency] a certain degree of *speciousness*. Thus, it must be *admitted* that *as matter strictly of common law*, a common law right was in very truth *absolutely unscathed* by limitations imposed by equity upon its use. To carry along our recent illustrations, *the same common law remedies* were at the bidding of a trustee or an enjoined judgment creditor after Chancery's interference as before, the only difference being the imprisonment he might incur by accepting them. All that he ever had was a common law right and its remedies, and *as matter of common law* he had those still. Some *color is thus lent* to the idea that equity's limitations upon the use of legal rights do not clash with or impair those rights, and are *not inconsistent* with their *continuance* and integrity." (pp. 71 and 72.)

So far as the reviewer has been able to discover, Mr. Billson does not anywhere give a strict classification of jural relations, as does Professor Hohfeld. According to the latter, as the above extracts show, all genuine jural relations fall into only two classes: (1) exclusively equitable; (2) concurrent, *i. e.*, concurrently legal and equitable. What appears to be a third class, *viz.*, "exclusively legal" substantive relations, must be excluded as involving only those so-called relations which have been repealed by the supervening and conflicting equity rules. An understanding of this true classification is essential to a correct apprehension and solution of legal problems. The older classification of Story and other leading writers on equity always was inadequate and misleading, for the reason that it took no account of equitable repeals of so-called legal rules. Mr. Billson's general discussion would, it seems clear, compel him to adopt the same classification if he were to work the matter out.

The book is attractively printed and bound, and contains the usual table of cases as well as an adequate index.

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*The Argentine Civil Code, together with the Constitution and Law of Civil Registry.* Translated by Frank L. Joannini. Published by The Boston Book Company, Boston. 1917. pp. lix, 732.

The Comparative Law Bureau of the American Bar Association has again attested its public service by the publication of an English translation of the Argentine Civil Code. The translator, the late Frank L. Joannini, had already rendered important service by the translation for the United States Bureau of Insular Affairs of several of the codes of our insular possessions. The translation before us evidences the valuable supervision of the committee of revision, Messrs. Eder, Kerr and Wheless. No one who has had experience in rendering into English the legal concepts embraced in the system of a civil-law country can fail to appreciate the difficulty of the translator's task, or be unduly captious in the criticism of terminology.

The work under review incorporates civil-law terms in literal translation, such as "prestacion," "mandatory," "redhibitory vices," "tutorship," "benefit of inventory," "fisc," "usufruct," "paternal power," "revendication," "transaction" (for the common-law "compromise") and numerous others. Sometimes the expression is explained in a footnote, at other times the Anglo-American lawyer will be compelled to bring to the subject some prior orientation. This method, however, whatever its weakness, is preferable to any attempt at a free translation, with its efforts, inevitably misleading and inaccurate, to employ a complete common-law terminology. Considering the great difficulties involved, the translation is very creditable. Not the least commendable feature of the work is the excellent introduction by Phanor J. Eder.

A translation of the Argentine Civil Code is of more than academic interest to the American lawyer, for the economic bonds between the Anglo-American countries—especially the United States—and Argentina are growing stronger from year to year. Scientifically, the code is not the best in Latin America. It was drafted by the noted jurist Dalmacio Velez Sarsfield in 1865-68, and it was adopted by Congress in "*libro cerrado*" (as a closed book) without discussion in 1869. With but slight amendment, it is in force today. It was compiled, not as a synthesis of the historical development of a people's law, but as a structure derived from a variety of extraneous sources such as foreign codes, the studies of jurists, etc., and very largely from the draft code of Teixeira de Freitas of Brazil.

While a remarkable example of legal codification, it has not proved uniformly responsive to the practical needs of a rapidly growing community; but fortunately, a good commercial code and much judicial interpretation have been helpful in developing its usefulness. Brazil, which furnished the scholar on whose foundations Velez Sarsfield built, has finally, after years of discussion in Congress and the work of many jurists, adopted a civil code which promises to take rank among the best products of modern codification, including the codes of Germany and Switzerland. Its translation into English, now in course of preparation, is awaited with interest.

An index of one hundred pages adds materially to the practical utility of the present translation of the Argentine Code, and the physical make-up of the book is attractive. It should be heartily welcomed by the American bar.

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